

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

First Named Inventor:	David Knaack	Confirmation No.	5785
Appln. No.:	10/589,226	Examiner:	Unknown
Filed:	December 20, 2006	Group Art Unit:	1615
Title:	Stabilized Bone Graft		

SUBMISSION UNDER 37 C.F.R. § 3.73(b)

Commissioner for Patents
P.O. Box 1450
Alexandra, Virginia 22313-1450

Dear Sir:

Osteotech, Inc., a Delaware corporation, is an owner of the patent application identified above by virtue of either:

1. ☒ An assignment from the inventor(s) of patent application identified above, a copy of which is attached..

OR

2. ☐ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:
- a. From: To:
The document was recorded in the U.S. Patent and Trademark Office at Reel
, Frame , or a copy of which is attached.
- b. From: To:
The document was recorded in the U.S. Patent and Trademark Office at Reel
, Frame , or a copy of which is attached.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of **Osteotech, Inc.**

Dated: 3/7/08

Signature: 

Name: Mark H. Burroughs
Title: Executive Vice President
Chief Financial Officer

ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned, **David Knaack** of Summit, New Jersey; **Michele Diegmann** of Scotch Plains, New Jersey; and **Albert Manrique** of Manalapan, New Jersey; hereby

Sells, assigns and transfers to **Osteotech, Inc.**, having a place of business at 51 James Way, Eatontown, New Jersey, 07724, its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE, his/her entire right, title and interest for the United States and all foreign countries; in and to any and all inventions which are disclosed in the application for United States Letters Patent entitled

STABILIZED BONE GRAFT

filed **August 11, 2006**, and given serial number **10/589,226**, in and to said application and all divisional, continuing, substitute, renewal, reissue, reexamination or other application for Letters Patent which has been or shall be filed in the United States or any foreign country on any of said inventions, and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

Agrees that said ASSIGNEE may apply for and receive Letters Patent for said inventions in its own name and when requested, without charge to but at the expense of said ASSIGNEE, agrees to carry out in good faith the intent and purpose of this Assignment by executing all divisional, continuing, substitute, renewal, reissue, reexamination and all other patent applications on any and all said inventions; by executing all rightful declarations, oaths, assignments and other papers; by communicating to said ASSIGNEE all facts known to him/her relating to said inventions and the history thereof, and generally by doing everything possible which said ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said ASSIGNEE. Each of the undersigned also hereby appoints ASSIGNEE as its common agent for purposes of prosecuting international patent applications and any material patent applications for which such common agency is recognized.


Hereby requests the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

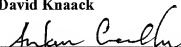
Covenants with said ASSIGNEE that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by him/her, and that full right to convey the same as herein expressed is possessed by him/her.

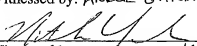
Dated: 12/4/06

Dated: 12/4/06

Dated: 12/4/06


David Knaack


Witnessed by: **ANEEZ GANDHI**


Witnessed by: **NATASHA YAJNIK**

Dated: _____

Michele Diegmann

Dated: _____

Witnessed by: _____

Dated: _____

Witnessed by: _____

Dated: _____

Albert Manrique

Dated: _____

Witnessed by: _____

Dated: _____

Witnessed by: _____

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Dated: _____

David Knaack

Dated: _____

Witnessed by:

Dated: _____

Witnessed by:

Dated: 11/17/06

Michele Diegmann
Michele Diegmann

Dated: 11/17/06

Jay Kipp
Witnessed by:

Dated: 11/17/06

Valerie Brooks
Witnessed by:

Dated: _____

Albert Manrique

Dated: _____

Witnessed by:

Dated: _____

Witnessed by:

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Dated: _____

David Knaack

Dated: _____

Witnessed by:

Dated: _____

Witnessed by:

Dated: _____

Michele Diegmann

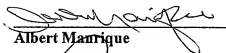
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Dated: _____

Witnessed by:

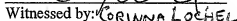
Dated: 12/5/06


Albert Manrique

Dated: 12/5/06

Witnessed by: DR. ANN FREWEN

Dated: 12/6/06


Witnessed by: CORINNA LOCHEL

ASSIGNMENT

[Entity]

Attorney Docket No.: 189704/US/2 Page 1 of 3

First Named Inventor: David Knaack

Title: Stabilized Bone Graft

WHEREAS, We, David Knaack, residing at 10 Beekman Terrace, Summit, New Jersey 07901; Michele Diegmann, residing at 18 Donsen lane, Scotch Plains, New Jersey 07076; Albert Manrique, residing at 8 Winthrop Drive, Manalapan, New Jersey 07726; and Keyvan Behnam, residing at 66 Riverside Avenue #3, Red Bank, New Jersey 07701, have invented certain new and useful improvements as described in an application entitled **Stabilized Bone Graft** for Letters Patent of the United States, the application being identified by the Attorney Docket Number set forth above and/or being identified in the United States Patent and Trademark Office by Application No. 10/589,226, filed December 20, 2006; and

WHEREAS, Osteotech, Inc., a corporation organized and existing under the laws of the State of Delaware, and having offices at 51 James Way, Eatontown, New Jersey 07724 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the invention, the application, and any and all Letters Patent or similar legal protection, foreign or domestic, to be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I transfer to Assignee, its successors and assigns, my entire right, title, and interest in and to the invention, the above-identified patent application, corresponding domestic applications (including divisionals, continuations, and continuations-in-part), corresponding foreign applications, all Letters Patent or similar legal protection issuing thereon, and all rights and benefits under any applicable treaty or convention; and I authorize the Commissioner of Patents and Trademarks of the United States or foreign equivalent thereof to issue the Letters Patent or similar legal protection to the Assignee.

I authorize the Assignee, its successors and assigns, to insert this instrument the filing date and application number of the application when ascertained. I authorize the Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent or similar legal protection, in its own name if desired, in any and all foreign countries.

I represent to the Assignee, its successors and assigns, that I have not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. I, my executors or administrators, will at any time upon request, without additional consideration, but at the expense of the Assignee, its successors and assigns, execute such additional writings and do such additional acts as the Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing the Letters Patent or similar legal protection on the invention in any and all countries.

David Knaack

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
: SS.
COUNTY OF _____)

Subscribed and sworn to before me, a Notary Public, this ____ day of _____, 2008.

Notary Public

(SEAL)

[Entity]

Page 2 of 3

Title: Stabilized Bone Graft


Michele Diekmann

STATE OF New Jersey)

COUNTY OF Monmouth

Subscribed and sworn to before me, a Notary Public, this 29 day of October, 2008.

Notary Public

VALÉRIE M. BROOKS

NOTARY PUBLIC OF NEW JERSEY

MY COMMISSION EXPIRES NOV. 19, 2012
(SEAL)

(SEAL)

Albert Manrique

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF

SS.

COUNTY OF _____

Subscribed and sworn to before me, a Notary Public, this _____ day of _____, 2008.

Notary Public

(SEAL)

ASSIGNMENT

[Entity]

Attorney Docket No.: 189704/US/2

Page 3 of 3

First Named Inventor: David Knaack

Title: Stabilized Bone Graft

Keyvan Behnam**CERTIFICATE OF ACKNOWLEDGMENT**STATE OF New JerseyCOUNTY OF Monmouth SS.Subscribed and sworn to before me, a Notary Public, this 20th day of March, 2008.Anne M. Loso
Notary PublicANNE M. LOSO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 25, 2013

(SEAL)